

Pre-Hire Legal Checklist for Indie Filmmakers

Before you hire any crew member — from your DP to your composer — this checklist ensures your agreement covers what actually matters.

Most problems don't come from bad hires.
They come from missing terms.

1. OWNERSHIP & WORK-FOR-HIRE

- ☐ Agreement clearly states work is “**work made for hire**”
- ☐ Includes **assignment of rights** (backup to work-for-hire)
- ☐ Production company owns **all results and proceeds of services**
- ☐ No retained ownership unless intentionally negotiated

If this is unclear, you may not own your film.

2. SCOPE OF SERVICES

- ☐ Role is clearly defined (DP, Editor, Composer, etc.)
- ☐ Specific responsibilities are listed
- ☐ Any additional expectations are included (prep, revisions, etc.)
- ☐ No vague “assist as needed” language without limits

Unclear scope = scope creep later.

3. DELIVERABLES (CRITICAL)

- ☐ Deliverables are specifically listed — not just “services”
- ☐ Includes all required materials for post-production

Examples (depending on role):

- ☐ Footage / raw files
- ☐ Edited sequences / project files
- ☐ Score, stems, session files

- ☐ Cue sheets (for music)
- ☐ Final exports in required formats

If it's not listed, you may not receive it.

4. DELIVERY SCHEDULE

- ☐ Final delivery date is defined
- ☐ Milestones included (if applicable)
- ☐ “Time is of the essence” language included
- ☐ Delay notification requirement included

No schedule = no leverage.

5. COMPENSATION STRUCTURE

- ☐ Payment type is clearly defined:
 - ☐ Flat fee
 - ☐ Hourly
 - ☐ Per diem
 - ☐ Package deal
- ☐ Payment schedule is clearly outlined
- ☐ Any caps or limits are defined (if applicable)
- ☐ No vague “to be agreed” language

Clarity avoids disputes — not the amount.

6. WHO PAYS FOR COSTS

- ☐ Defined who pays for production-related costs:
 - ☐ Crew member covers costs
 - ☐ Production provides budget

- ☐ Package deal (all-in)

- ☐ Budget limits (if applicable) are clearly stated
- ☐ Approval required for overages

This is one of the most common (and expensive) gaps.

7. REVISIONS & CHANGES

- ☐ Agreement includes **reasonable revisions**
- ☐ Defines what happens if scope increases
- ☐ Avoids “unlimited revisions” ambiguity

Revisions are where most friction starts

8. CREDIT

- ☐ Credit is defined (if applicable)
- ☐ Placement and format (optional but helpful)
- ☐ No credit guarantees that conflict with distributor requirements

Credit disputes happen more than you think

9. LOAN-OUT (IF APPLICABLE)

- ☐ Agreement correctly names loan-out company
- ☐ Individual is still bound to perform services
- ☐ Payments flow to loan-out entity
- ☐ Tax responsibility clearly allocated

Loan-out errors create payment + liability issues.

10. MUSIC-SPECIFIC (FOR COMPOSERS)

☐ Ownership of score clearly assigned

☐ Deliverables include:

- ☐ Final mixes
- ☐ Stems
- ☐ Cue sheets

☐ Publishing structure defined

☐ Soundtrack rights addressed (if applicable)

Music is one of the biggest chain-of-title risks.

11. EDITOR / POST-SPECIFIC

☐ Project files included as deliverables

☐ Timeline for revisions defined

☐ Ownership of edits clearly assigned

12. DP / PRODUCTION CREW

☐ Footage ownership clearly assigned

☐ Equipment responsibilities defined

☐ Media handling and delivery addressed

13. LEGAL PROTECTION

☐ No injunctive relief clause (prevents shutdown risk)

☐ Indemnification included (where appropriate)

☐ Governing law defined

☐ Dispute resolution clause included